

FILE THE COMPLAINT IN THE TILLMAN CASE

MRS. LUCY DUGAS TILLMAN ASKS
JUDGMENT OF \$13,073.08.

Against Her Husband—Proceedings,
to be Instituted in Edgefield
County.

Columbia State, 3d.

Papers to be filed today in Edgefield county by attorneys for Mrs. Lucy Dugas Tillman will ask for a judgment in the sum of \$13,073.08 against her husband, B. R. Tillman, Jr. The case will be called to trial at the March term of the court of common pleas for Edgefield county. This case follows the habeas corpus proceedings of last spring when Mrs. Tillman secured her two little girls from B. R. Tillman, the father of her husband.

The action is brought to recover moneys alleged to have been collected by B. R. Tillman, Jr., as rents on a tract of land owned by Mrs. Tillman near the town of Edgefield. The attorneys for Mrs. Tillman are DePass & DePass of this city, and S. McG. Simpkins, of Edgefield. The attorneys for B. R. Tillman, Jr., are Grier & Park, of Greenwood. The complaint has been served on B. R. Tillman, Jr., and his attorneys have made answer, in which a number of allegations are denied and also in which he makes a number of claims as to what amounts he has expended.

Following are the complaint and the answer:

To the Defendant Above Named:

You are hereby summoned and required to answer the complaint in this action, a copy of which is herewith served upon you, and serve a copy of your answer on the subscribers at their office, 1215 Washington street, Columbia, S. C., within 20 days after the service hereof, exclusive of the day of such service; and if you fail to answer the complaint within the time aforesaid, the plaintiff in this action will apply to the court for the relief demanded in the complaint.

DePass & DePass,
S. McG. Simpkins,
Attorneys for Plaintiff.

November 5, 1910.

The plaintiff, complaining of the defendant alleges:

1. That the plaintiff and defendant are both residents of the county of Edgefield and State of South Carolina.

2. That at divers times prior to the dates hereinafter mentioned, plaintiff authorized defendant, as her agent, to collect and receive plaintiff's portion of the proceeds from the estate of plaintiff's father, Geo. C. Dugas, which was paid in checks to the order of plaintiff and indorsed by plaintiff and turned over to defendant, as her agent, to collect same; and as such agent plaintiff authorized defendant to make sales of certain tracts of land belonging to plaintiff and to collect the purchase price thereof, and also to collect plaintiff's rents from her tenants on her plantation in Edgefield county, and to collect other moneys for her, for the purpose of remitting and paying over to her the same when collected.

3. That the said defendant, as such agent, at or about the dates mentioned in schedule hereto attached, marked Exhibit "A," received, collected, or was otherwise possessed of the several sums of money respectively set opposite said dates in said schedule hereto annexed, marked Exhibit "A," and made a part of this complaint, which sums amounting in the aggregate, on the 31st day of May, 1910, to the sum of \$15,905.08.

4. That after deducting all credits due the defendant, there still remains due and owing to this plaintiff, from said defendant, the sum of \$13,073.08.

That the plaintiff did, on the 31st day of May, 1910, same being then long past due and payable, demand payment thereof from defendant, but defendant refused and still refuses to pay over same.

Wherefore plaintiff demands judgment against defendant for the sum of \$13,073.08, with interest thereon from the 31st day of May, 1910, the date when same was demanded, and costs of this action.

DePass & DePass,
S. McG. Simpkins,
Attorneys for Plaintiff.

November 5, 1910.

Exhibit "A."

State of South Carolina, County of Edgefield, Edgefield, S. C., May 31, 1910.

B. R. Tillman, Jr., in account with Lucy D. Tillman.

February 1, 1904, to cash by check February 1, 1904, from estate of Geo. C. Dugas.....	\$ 803.30
May 5, 1905, to cash by check May 9, 1905, estate Geo. C. Dugas.....	207.24
September 4, 1905, to cash by check September 4, 1905, from estate Geo. C. Dugas.....	250.00
March 13, 1908, to cash by	

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check March 13, 1908, from estate of Geo. C. Dugas ...	\$47.44
December 14, 1907, to cash received from sale of land to Joseph Ouzts... ..	4,387.50
August, 1908, to overplus 100 acres of land sold to Joseph Ouzts at \$12.50 per acre, on information and belief....	1,250.00
October 30, 1907, to cash payment on land October 30, 1907, sold Maria and Mary Moody Anderson.....	250.00
November 5, 1907, to proceeds sale of land to Andrew Perry, Jr., November 5, 1907.....	329.60
November 9, 1907, to proceeds sale of land to Limus Perry, November 5, 1907... ..	320.00
About 1909, to proceeds from	

(Continued on page four).

STATE OF SOUTH CAROLINA,
COUNTY OF NEWBERRY.
COURT OF COMMON PLEAS.

South Carolina Loan and Trust Com-

pany as trustee and in its own right,

Plaintiff,

Against

Ashley Manufacturing Company, Geo. S. Mower as trustee, the People's National Bank of Prosperity, S. C., Raleigh Cotton Mills, Tryon Paper Box Company, and Geo. D. Mayo Machine Company, Defendants.

By virtue of an order of the Court herein I will sell to the highest bidder before the Court House at Newberry, S. C., Monday, salesday, January 2, 1910, within the legal hours of sale. All those two parcels, tracts and pieces of land lying and being situated in the Town of Newberry, State of South Carolina, containing thirteen (13) acres, more or less, bounded and described as follows:

The said two tract sare continuous and ara bounded by Scott Creek, including one-half thereof, by lands of Theodore Johnstone, by land formerly of T. Q. Boozer, and by Caldwell street or road leading from the Town of Newberry by the dairy farm, now owned by Silas J. McCaughrin, and by the street on the west intersecting said Caldwell street, or road in front of Tabor Hill's home place, and leading into town, by lands formerly of Wil-

liam Langford, together with the right given the Newberry Knitting Mill in the deed to it by A. G. Johnstone and Burr H. Johnstone, as executors of Silas Johnstone, deceased, dated October 8, 1900, and recorded in Book 10, pages 177 to 179, that is to say, the right to abut against and erect a dam upon the opposite bank of Scott's creek at any point thereon opposite any of the land hereby conveyed, which borders upon said creek, with the further right to build any masonry or other structure upon the said opposite bank that may be necessary in the erection of said dam, the dam not to be higher than the banks of said creek, also all machinery, buildings and other property and franchises of Ashley Manufacturing Company, the real estate hereby mortgaged is the property conveyed to Ashley manufacturing company by Z. F. Wright on the 26th day of May, 1906.

Terms of sale: The purchaser shall be required to pay one-third of the purchase price in cash and secure the balance by his bond and mortgage of the premises sold, payable in one and two equal annual installments, with interest from day of sale payable annually until the whole debt shall have been paid, the bond and mortgage to contain a stipulation requiring the payment of 10 per cent. as attorney's fee if it is placed in the hands of an attorney for collection or collected by suit, and the mortgage to contain a stipulation requiring the mortgagor to carry insurance on the buildings to the amount of \$10,000 dollars and assign the same to the master as collateral with leave to the purchaser to anticipate payments of the credit portion of the purchase price in whole or in part. The purchaser shall be required to pay five hundred (\$500) dollars in cash when his bid is accepted, and upon his failure to do so the property shall be immediately resold on the terms above fixed. Purchaser to pay for papers and recording same.

If the purchaser fails to comply with the terms of sale, the property will be resold at his risk on the next salesday, or some convenient salesday thereafter.

H. H. RIKARD,

Master for Newberry County, S. C.
November 28, 1910.

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